NOTES OF CASES.

Ship—Charter-Party—Construction—"Working Day"—Custom of Port—"Surf Day."—British & American Shipping Co. *v.* Lockett (1911) 1 K. B. 264. In this case a simple point of law was determined on a preliminary motion on the pleadings. The action was for demurrage by shipowners against assigns of a bill of lading of a cargo of lumber to be carried by the plaintiffs' ship from Vancouver to Iquique and there delivered to the charterers or their assigns on payment of freight "and all other conditions as per charter-party." The charter-party provided that "discharge was to be given with dispatch according to the custom of the port of discharge (but not less than thirty mills per working day) at such wharf, dock, or place as charterers or their agents shall designate." According to the custom at the port of Iquique vessels had to be unloaded by lighters which carry the cargo from the vessel to the beach, and the defendants set up that according to the custom of that port, days on which the surf is rough so as to prevent the operation of unloading vessels are called "surf days" and are not reckoned as working days and that taking such days into account there had been no delay—as on such days the defendants were not bound to take delivery: and that whether a day is a "surf day" is determined by the captain of the port, who makes an entry to that effect in the register of the port, and which is considered binding on all vessels being unloaded there. Hamilton, J., held, that this being proved would not be a good defence in law and that in the circumstances "surf days" were to be reckoned as "working days," but the Court of Appeal (Williams, Buckley, and Kennedy, L.JJ.) reversed his decision, being of the unanimous opinion that "surf days" were not to be reckoned as "working days," and that the alleged custom of the port to that effect was reasonable and one which was known to both parties and with reference to which they must be presumed to have contracted.* —Canada Law Journal.

Infant—Apprenticeship Deed—Covenant Not to Practice within Certain Area after Apprenticeship Ceased—Breach of Covenant—Injunction.—Gadd *v.* Thompson (1911) 1 K. B. 304 was an action to restrain the defendant from committing a breach of a covenant contained in an apprenticeship deed, whereby the defendant being then

*This is an application of the principle that a general and well-established custom or usage may constitute the common understanding of the parties to a contract, and ought to be resorted to as an interpreter of the contract. See Connolly *v.* Bruner, 48 W. Va. 71, 35 S. E. 927; Hansbrough *v.* Neal, 94 Va. 722, 27 S. E. 593. See, generally, 13 Va.-W. Va. Enc. Dig. 412, et seq., and 12 Id. 391.

J. F. M.